

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE,
WESTERN DIVISION**

COX PARADISE, LLC, as assignee,

PLAINTIFF,

Vs.

**DOCKET NO. 2:22-cv-02283-MSN-atc
JURY DEMANDED**

NORTHFIELD INSURANCE COMPANY,

DEFENDANT.

**DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION TO COMPEL
CONTRACTUAL APPRAISAL**

COMES NOW the Defendant, by and through its counsel of record, and in response to the Plaintiff's Motion to Compel Contractual Appraisal would respectfully state unto this Honorable Court as follows.

The current position of the Defendant is that the Motion to Compel Contractual Appraisal should be denied. However, the Defendant's position is not because of any disagreement with regard to the applicable language of the subject insurance policy as quoted by the Plaintiff in said Motion. The Defendant's opposition is because the current state of the pleadings shows a Plaintiff that is a non-entity.

This lawsuit was filed in the name of Cox Paradise, LLC, a Tennessee limited liability company. No such entity exists, as has been alleged in the First Defense in the Answer filed on behalf of the Defendant. (See DE 6, Page ID 22) Said First Defense also includes, in subsection "h", a Motion to Dismiss the Plaintiff's Complaint with prejudice. (*Id*) The Defendant would assert that if a claim for insurance benefits is to be made based upon the facts alleged in the Plaintiff's

Complaint, the proper entity to bring such claim should be Cox's Paradise, LLC, a Nevada limited liability company. Attached to this Defendant's Response are copies of information from the Tennessee and Nevada Secretaries of State regarding Cox's Paradise, LLC, attached as collective Exhibit A.

Should Plaintiff file a Motion for Leave to Amend Complaint to correct the name of the Plaintiff, the Defendant would review same and respond in a timely manner. However, no defenses are being waived hereby.

Therefore, based upon the current state of the pleadings, the Defendant requests that this Honorable Court deny Plaintiff's Motion to Compel Contractual Appraisal.

Defendant does not oppose Plaintiff's request for a stay of the Scheduling Order entered in this cause due to circumstances related to the withdrawal of the original Plaintiff's counsel, the subsequent inability to conduct an early mediation and the recent entry into this litigation of current Plaintiff's counsel.

Respectfully submitted:

s/: S. Newton Anderson

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document was served upon the following:

Drayton D. Berkley, Esq. (022601)
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via the Court's Electronic Filing System this 18th day of November, 2022.

S/: S. Newton Anderson
S. Newton Anderson